

**AmplePoints Vendor
Standard Terms and Conditions**

The following terms and conditions (hereinafter, the “Standard Terms”) are hereby incorporated into and made a part of the e-Store Services and Host Services Agreement (the “Agreement”) entered into by and between AmplePoints LLC, a Nevada limited liability company (the “Company”), and the client (“Client”) listed on the signature page of such Agreement. And as provided therein, such Agreement incorporates by reference: (a) the Schedules thereto, (b) these Standard Terms and (c) the Exhibits and attachments to these Standard Terms. These Standard Terms, the Exhibits and attachments thereto, and the Agreement and the Schedules thereto constitute the “Agreement” between the Company and Client. In the event of any inconsistency between the Schedules to the Agreement and these Standard Terms, the Schedules will control. The Company and Client may be referred to herein collectively as the “Parties,” and individually as “Party.”

1. DEFINITIONS

1.1 “Client Content” means all text, pictures, sound, graphics, video and other data provided by the Client pursuant to this Agreement, as such materials may be modified or refreshed from time to time.

1.2 “Company Content” means all text, pictures, sound, graphics, video and other data licensed from or through the Company pursuant to this Agreement, as such materials may be modified or refreshed from time to time.

1.3 “Company Tools” means the Template and any and all other tools, both in object code and source code form (including the Company’s proprietary systems, technology, software and software tools and solutions incorporated into or embodied in such Template), which Company has developed or which Company independently develops or licenses from a third party to create, publish and host the e-Store on the Platform as contemplated in this Agreement. By way of example, Company Tools may include, without limitation, toolbars for maneuvering between pages, search engines and Java applets.

1.4 “Domain Name” means the domain (or business) name specified for the e-Store by Client from time to time. The initial Domain Name is set forth in Schedule 1.

1.5 “E-Commerce Packages” means the level of e-Store services to be provided to Client under this Agreement.

1.6 “Effective Date” means the date shown on the signature page of the Agreement.

1.7 “Host Fee” means the fee chargeable to Client on a monthly basis for the Host Services to be provided by the Company hereunder.

1.8 “Intellectual Property Rights” of Company (hereinafter, the “IP”) means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, rental rights and rights to remuneration), whether arising by operation of law, contract, license or

otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof or hereafter in force (including any rights in any of the foregoing).

1.9 “Specifications” means the number of pages, format and any other requirements and/or deliverables specified in the E-Commerce Package selected by Client pursuant to Section 2.1, below.

1.10 “Store” (and “e-Store”) means the user interface, functionality and Content made available on pages under the Domain Name.

2. FEE; PAYMENT OF FEE; CLIENT OBLIGATIONS

2.1 Standard E-Commerce store Offerings. The Company will provide the level of services selected by Client as set forth in Schedule 1. Each E-Commerce services offering includes:

- (a) e-Store services and creation support services;
- (b) A limited license to use the AmplePoints Template and Company Tools incorporated into the Template during the Term of this Agreement;
- (c) Deliverables consisting of the following:
 - (i) Checkout cart;
 - (ii) Company’s customer reward program; and
 - (iii) Company’s e-commerce & marketing platform.

2.2 Company Tools; Limited Use License. The Company will use the Template to (a) construct Client’s e-Store in accordance with the Specifications and (b) publish and host Client’s e-Store on the Company’s e-commerce Platform. In connection with the services provided under the Agreement, including the Platform Host Service pursuant to Section 3, below, Company grants Client a non-exclusive, non-transferable and non-sub licensable royalty-free right and license to use the Template and Company Tools, to (a) construct Client’s e-Store and (b) publish and host the Client e-Store on the Platform **solely in the US** (the “Territory”). Notwithstanding the foregoing, all rights and the license(s) granted in this Section 2.2 to Client will automatically terminate upon the expiration or early termination of the Host Service or this Agreement. Subject to the limited use rights granted to Client hereunder, Company retains all ownership rights to the Template and the Company Tools and IP.

2.3 Standard Services Fees. The fee payable for the level of the Services to be provided by Company is set forth in Schedule 1, and such fee is due and payable upon the Client’s execution of the Agreement unless otherwise expressly provided in Schedule 1.

2.4 Services not included. The services described below are not included in any of the Services offerings described in Schedule 1. If requested by Client, these additional service(s) may be provided on the terms set forth below by the Company (itself or through vendors selected by the Company):

(a) e-Store Changes; Additional Services. Any additional changes requested by Client to the Final Copy (as defined in Section 2.1(c)(iii) above) or after the e-Store's publication on the Platform shall be submitted to the Company in writing. Such changes or additional services (for example, e-Store content refreshment requested by Client) will be billed to Client at the rate shown in Schedule 1 and such charges are due and payable as set forth in Schedule 1.

(b) Photography; Graphic Services. If requested by Client, Company will provide photography and/or graphic services. Photography and/or graphic services will be billed to Client at the rate shown in Schedule 1, and such charges are due and payable as set forth in Schedule 1.

2.5 Client Obligations. As a condition to the Company's obligations to provide the Services and the deliverables under the Agreement, Client shall have satisfied the following conditions:

(a) Fee. The fee that applies to the level of the Services selected by Client shall have been received by Company in accordance with this Agreement.

(b) Rights Clearances - Content. No later than seventy-two (72) hours prior to the launch date of the e-Store on the Platform, at Client's sole cost and expense, Client shall have secured and shall maintain in effect throughout the Term (including extensions and renewals) any and all third party rights including (without limitation) licenses, assignments, consents, permissions, waivers, releases, logos, trademarks, trade names, likenesses and clearances (collectively, the "Clearances") required of any third party with respect to the e-Store content (whether written, visual or audio). Upon the Company's request, Client will provide true and correct copies of such Clearances.

(c) Payment to Others - Content. Prior to, during (including extensions and renewals) and after the Term, Client, and not Company, shall be solely responsible for the payment of any fees, compensations, advances, guaranties, royalties, residuals, shares of revenues or profits, bonuses, salaries, commissions, monies and/or any form of consideration owed or payable to third parties by reason of the commercial or other exploitation of the services, products and/or content on the Client e-Store ("Third Party Payments").

(d) Domain Name(s). Client agrees that Client and not Company at all times during the Term (including extensions and renewals) shall be and is responsible for obtaining from, and registering and maintaining Client's e-Store domain and/or business name(s) current with, the appropriate regulatory authority/ies that Client intends to use for its e-Store. Client shall be and is also responsible and solely liable for timely payment of the initial registration and renewal fees to such authority/ies for the e-Store names contemplated for use, or used, by Client with respect to the Host Service.

3. PLATFORM HOST SERVICE

3.1 Basic Host Service. Client has agreed to promote its e-Store on the Company Platform. In connection therewith, the Company will publish and host the Client e-Store on the Platform so that the e-Store is accessible to third parties **via the Internet only in the US**. To the extent Client wishes to receive from Company (and Company wishes to provide) services other than the Basic Host Service, such additional services shall be set forth in a separate agreement on terms and conditions mutually agreed to by the Parties.

3.2. Technical Support. The Company will provide the service levels and technical support set forth in Exhibit A, as may be amended from time to time by the Company, which are attached to and made a part of these Standard Terms.

4. CLIENT WARRANTIES, REPRESENTATIONS AND ADDITIONAL OBLIGATIONS

4.1 Owner. Client warrants and represents Client is the sole or legal owner and, if not the sole and legal owner, is the valid licensee of all data and/or content contained in or on the Client's e-Store that will be uploaded in connection with the Host Service. Client further warrants and represents Client has secured (or will secure) all Clearances and paid (or will pay) all fees due and payable with respect to any third party right embodied in the Client e-Store, and Client has all rights necessary to launch, use and commercially exploit its e-Store in the Territory.

4.2 Licenses; Other Warranties and Representations. Client further warrants and represents that at all times during the Term of the Agreement, including any extensions or renewals thereof, (a) Client will have all licenses (including business licenses, resale certificates, etc., from governmental and/or regulatory authorities) and/or agreements required of Client in order for it to carry out its business and operations as contemplated, (b) Client will have the full right, power and authority to enter into and perform its obligations under the Agreement, and (c) the hosting, publication, display and/or promotion of the Client e-Store on Company's Platform and/or Client's use of the Content or sale of the products and/or services featured in the e-Store will not subject the Company to any claim (without limitation (but excluding third party claims directly attributable to any Company content or IP)) for: (i) infringement or misappropriation of any intellectual property ("Third Party IP") right, (ii) defamation, libel, slander, false light, (iii) invasion of privacy; violation or misappropriation of right of publicity, (iv) infringement, violation or misappropriation of any other property, personal or proprietary right recognized in the Territory including (without limitation) under any contractual, statutory or common law right or any "moral right" or similar right however denominated, (v) fraudulent and/or unlawful business practices carried on or through the Client's e-Store, (vi) defective and/or damaged products offered and/or sold on Client's e-Store, and/or (vii) violation of any laws (including without limitation the FTC's consumer and advertising laws and regulations) by Client, its employees and/or Client's related parties.

4.3 Laws. At all times during the Term, including any extensions or renewals, Client shall (a) comply with all federal, state and local laws that apply to its business, sales practices and the Content including (but not limited to) the Federal Trade Commission laws and such agency's rules and regulations and other applicable consumer laws, and (b) use the Host Service only for lawful purposes.

4.4 Computer Viruses, Etc. At all times during the Term, including extensions or renewals, Client shall use its best efforts to ensure that the Content is and will at all times remain free of all computer viruses, worms, Trojan horses, denial of service attacks, and other types of malicious code.

4.5 Client Cooperation. Client will cooperate fully with Company in connection with the performance of the Services and Host Services. Client will immediately notify Company of any change in Client's mailing address, telephone, e-mail and/or any other contact information.

4.6 License Grant to Company; Other Covenants.

(a) Limited License. Client hereby grants to Company during the Term, including extensions and renewals, a non-exclusive, royalty-free, worldwide right and license to do the following to the extent necessary in the performance of the Services and Host Services: (a) digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink the Client Content; and (b) make archival or back-up copies of the Content. Except for the rights expressly granted herein, Company does not acquire any right, title or interest in or to the Content, all of which will remain solely with Client and/or Client's licensors.

(b) Non-Confidential - Feedback. Any feedback, data, answers, questions, comments, suggestions, ideas or the like that Client, and/or its customers, provides to Company relating to the Services and/or Host Services will be treated as being non-confidential and non-proprietary. Company may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any lawful purpose.

(c) AmplePoints Trademarks. Client agrees that the Company trade names, trade and/or service marks and related product and service names, design marks and slogans (collectively, the "Company Marks") are the sole and exclusive property of Company. Client shall not use any of Company Marks in any advertising, publicity or in any other commercial manner without the prior written consent of Company, which the Company may withhold in its reasonable discretion. Company will maintain and control ownership of all Internet protocol numbers and addresses that may be assigned by Company to Client. Company in its sole discretion may change or remove any and all such Internet protocol numbers and addresses.

(d) Ownership of Data. Client acknowledges and agrees that all consumer and/or customer information provided by a consumer or customer of Client in connection with the Host Service shall be exclusively owned by the Company.

4.7 Indemnification. Client shall (a) defend the Company, its affiliates, and their respective managers, unit holders, shareholders, directors, officers, employees, agents, advisors and representatives (collectively, the "AmplePoints Related Parties"), against any and all claims, demands, actions, suits and proceedings threatened or asserted by third parties (collectively "Third Party Claims") arising from or based upon (i) Client's Content, (ii) violation of any law, and/or (iii) the Client's breach of these Standard Terms and/or the Agreement; and (b) indemnify and hold harmless the Company and AmplePoints Related Parties from any and all judgments, liabilities, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) that may be awarded against AmplePoints or any of AmplePoints Related Parties as a result of any such Third Party Claims.

4.8 No Interference with Operating System. Client directly or indirectly shall not maliciously or intentionally interfere with the operation of the Template, Platform and/or related systems, including (without limitation) defeating identification procedures, obtaining access beyond that Client is authorized for, and impairing the availability, reliability or quality of Host Service for other Company clients and/or customers of clients or Company. Client further agrees to: (a) not interfere with the operation of other systems reachable through the Internet, including any attempt at unauthorized access, (b) follow the Use Policy of any network or service Client connects to, (c) adhere to system policies as published on line by Company and as thereafter may be amended, including (i) restrictions on services available with each account type or on certain features and (ii) other policies designed to protect and enhance the quality and reliability of the Host Service, and (d) abide by any and all future Company policy decisions.

4.9 Security. Client agrees that the security of Client's account is solely Client's own responsibility. In addition, Client agrees: (a) to immediately notify the Company by telephone (at 702.799.9321) with an email follow-up to info@AmplePoints.com if Client believes the security of its account has been compromised in any way; (b) Client shall be fully responsible and liable for any misuse and/or compromise of its account at all times during the Term, including extensions or renewals, (c) without liability, Company shall have the right to suspend access to the account pending any investigation and resolution of any security breaches or violations of Client's account, (d) without liability, Company shall have the right to cooperate with any governmental or legal investigation regarding any aspect of the services and/or products provided by the Company to anyone including those provided to Client, and (e) any use of the Company Platform, systems or Host Services to engage in software piracy or any other violations of law will result in account suspension and shall be immediately reported to the appropriate authorities.

4.10 Backup of Data. Client agrees that use of the Host Service is at Client's sole risk. Company is not responsible for files and data residing on the account. Client agrees to and shall be solely responsible (a) for files and data transferred and (b) to maintain all appropriate backup of files and data stored on the servers provided by or through Company in connection with the Host Service.

4.11 Compliance with Anti-Spamming Law, Regulations. Client shall not transmit unsolicited or prohibited advertising or other harassing or illegal materials and/or communications through electronic mail, Usenet posting or other Internet media or devices. Client, at all times during the Term, including extensions and renewals, shall strictly comply with anti-spamming laws and regulations, as may be amended from time to time. Failure to comply with this Section 4.11 shall result in the immediate termination of the Host Service without warning. Client agrees to and shall be liable for any and all damages to Client, the Company and any third party resulting from or pertaining to Client's breach of this Section 4.11.

4.12 Identification Information; Other Information. Client certifies as the person legally responsible for use of this account that the authorized person signing this Agreement on behalf of Client (or that Client) is at least 18 years of age. Client agrees to provide Company its Federal and State Employer Identification Number(s) (EIN), a true and correct copy of Client's reseller certificate, a current and truthful name, postal address and telephone number and any other information (such as bank account information to remit payment of product/services purchased by customers) required by the Company in connection with the services provided under this Agreement. Client also certifies that the person signing this Agreement on behalf of Client (or Client) is the authorized user of any credit card provided to the Company in connection with the Agreement. Client agrees that the Company has an obligation to investigate any possible fraudulent credit card use.

4.13 Limitations of Host Service. Notwithstanding anything else to the contrary, the Company is not responsible for troubleshooting or correcting any problem with Client's email system's functionality including (without limitation) Client being unable to send/receive email to/from any person due to blacklists, suppression lists, third party software or firewalls, network security settings or any other factor not directly under the Company's control.

4.14 Use Policy. Client agrees to adhere to Company's Retailers Terms of Use Policy ("Use Policy"), a copy of which is hereby attached as Exhibit B. Our Use Policy may be modified or amended from time to time in Company's sole discretion. Client's continued use of the Host Services will constitute Client's acceptance of the modified or amended terms. Failure by Client to adhere to the Use Policy will constitute a material breach of this Agreement.

4.15 Taxes. Client is solely liable for any taxes, fees or charges payable to governmental authorities and Client's suppliers and/or vendors for products and/or services sold by Client on the e-Store.

4.16 Consumer Transactions. At all times during and for the period required after the Term, including extensions or renewals, Client will comply with the terms and conditions of the merchant banking agreements entered into by Company with such banks for the processing of consumer purchases (whether via cash, credit, debit and/or AmplePoints reward program credit redemption arrangements) of Client's products and/or services and will cooperate with Company and its merchant bank(s) in addressing any and all customer returns and/or complaints with respect to Client's products and/or services.

4.17 Consumer Transactions. At all times during and for the period required after the Term, including extensions or renewals, Client will comply with the terms and conditions of the merchant banking agreements entered into by Company with such banks for the processing of consumer purchases (whether via cash, credit, debit and/or AmplePoints reward program credit redemption arrangements) of Client's products and/or services and will cooperate with Company and its merchant bank(s) in addressing any and all customer returns and/or complaints with respect to Client's products and/or services.

5. RIGHT TO REJECT; ADDITIONAL COMPANY RIGHTS

5.1 Right to Reject. The Parties agree the Company shall have the right, at all times during the Term, including extensions or renewals, to take down, block, suspend and cease making available Client's e-Store or any content therein, which in the Company's reasonable judgment, or upon the advice of the Company's legal advisor(s), embodies unauthorized content or material, violates any applicable law or regulation, infringes, violates or misappropriates any right of any third party, or might subject the Company to liability or unfavorable regulatory action. Nothing herein shall affect or limit the Company's indemnification rights provided in this Agreement or limit or prohibit the Company from enforcing any rights or remedies at law or equity, or otherwise.

5.2 Electronic Communications Privacy Act Notice ("ECPA"). The Company reserves the right to monitor any and all communications through or with our facilities. Client agrees that the Company is not considered a "secure communications medium" for the purposes of the ECPA and that no expectation of privacy is created.

6. TERM; TERMINATION; EARLY CANCELLATION; SUSPENSION

6.1 Term of the Agreement. The initial term of the Agreement shall begin on the Effective Date and shall end 12 months from the date the Client e-Store is first published ("Publication Date") on the Company's e-Commerce Platform ("Initial Term"). Thereafter, the Agreement will automatically renew for additional successive one (1) year periods (each, a "Renewal Period"), unless the Agreement is terminated pursuant to and in accordance with this Section 6. Unless the context indicates otherwise, the Initial Term and Renewal Term mean the "Term."

6.2 Commencement of Services; Commencement of Host Service. Unless otherwise agreed in Schedule 1, the Services will start soon after the Effective Date of the Agreement. The Services shall have been deemed completed on the date the Client e-Store is first published on the Platform, and thereafter the Company shall have no further obligation to provide any other Services unless the Parties agree otherwise in a separate agreement or via a signed amendment to the Agreement. The Host Service will begin on the Publication Date of the e-Store on the Company e-

commerce Platform, and will be provided for the Term of the Agreement, unless earlier terminated in accordance with these Standard Terms.

6.3 Mutual Agreement. Company and Client may terminate the Services upon mutual written agreement signed by the Parties. In addition, Company and Client may terminate the Host Service (and thus, the Agreement) prior to the expiration of the Initial Period or the Renewal Period then in effect upon mutual written agreement signed by the Parties.

6.4 Termination by Company. The Company in its sole discretion may terminate the Agreement upon ten (10) days written notice (which shall become effective on the last day of the notice period) in the event that:

- (a) Client has failed to pay any amount under the Agreement as and when due;
- (b) Client has breached any of Client's obligations or other terms or conditions (other than the payment of money) that apply to Client under the Agreement;
- (c) Client: is adjudicated as bankrupt; files a petition for protection under bankruptcy or similar insolvency laws; or makes an assignment of its assets, business or operations for the benefit of creditors or an involuntary petition under the bankruptcy or similar laws is filed on behalf of Client which is not vacated or discharged within thirty (30) days of the filing of such petition;
- (d) Company determines that the assets or credit of Client have been impaired;
- (e) It comes to the Company's attention or the Company is notified that a claim is pending or threatened against the Company, Client or other person (individual, corporation or other entity) caused by, or arising out of, or resulting from Client's publication of, or any element or content embodied in, the e-Store; and/or
- (f) Client has breached any other agreement with the Company, whether now in existence or entered into after the Effective Date of the Agreement.

6.5 Suspension - Host Service. If any invoice, or any amount therein, has not been paid as and when due, in its sole discretion and without notice and liability, Company may suspend the Host Service. The Company may also suspend Client's account and take other action in accordance with Section 4.9. If Client's account is suspended as provided herein, Client will pay the then current reinstatement fee in addition to all other charges and fees then due and payable, prior to restoration of the Host Service to Client.

6.6 Immediate Termination by Company. Notwithstanding Sections 6.1 through 6.5, Company shall have the right to immediately terminate this Agreement (without notice and any liability to Client) pursuant to and in accordance with the Company's rights set forth in Section 4(11) and Section 5, above, and in the event Client has breached Sections 4.3, 4.4, 4.8, 4.9, 4.12, 4.14 or 4.16 of these Standard Terms.

6.7 Termination by Client; Cancellation of Services and Host Services. Except for the inability of Company to perform its obligations due to a Force Majeure Event (as defined below), Client may terminate this Agreement upon the Company's material breach of its obligations hereunder, if such material breach remains uncured for thirty (30) days following written notification to the Company setting forth the reason (or reasons) for Client's termination. Notwithstanding anything else to the contrary, Client may cancel the Agreement if the Company fails to launch its e-

Commerce Platform, and in turn Client's e-Store, for any reason (other than a Force Majeure Event) within ten (10) days of the e-Commerce official launch date ("Launch Date") announced by the Company to the general public.

6.8 Force Majeure Event. In this Agreement, Force Majeure Event means, without limitation: any act of God; inevitable accident; public emergency or necessity; flood; fire; earthquake or other inclement weather; explosion; strike or other labor dispute; act of public enemy; enactment, regulation, rule, order, law or act of government or governmental instrumentality; riot or civil commotion; failure of technical facilities, infrastructure, systems or mechanical breakdown beyond the reasonable control of the Company and/or its third party providers; and/or other similar or dissimilar circumstance reasonably beyond the control of Company and/or the Company's third party providers.

6.9 Effect of Expiration or Early Termination of the Agreement.

(a) Upon expiration or early termination of the Term in accordance with this Agreement, the limited licenses granted to each Party by the other Party shall immediately expire on the effective date of the expiration or early termination.

(b) Client's obligations to pay amounts for all Services provided by Company through the effective date of expiration or early termination of the Agreement shall become immediately due and payable and shall survive such expiration or early termination.

(c) Client's account shall be immediately deactivated.

7. WARRANTIES

Except as expressly provided elsewhere in these Standard Terms and to the extent permitted by law, the Company for itself and its owners, employees, agents, affiliates and providers (of support services to the Company) and the like (collectively the "Company Affiliates") make no warranties or representations of any kind, whether written or oral, statutory, expressed or implied, in connection with the Company's infrastructure, systems and/or the services provided under this Agreement, including without limitation the warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Neither the Company nor any Affiliate shall be responsible for any damages that may be suffered by Client, including (without limitation) loss of data resulting from delays, non-deliveries, wrong delivery and/or any and all service interruptions caused by the Company, its employees and/or the Company's providers. Use of any information obtained via the Host Service is at Client's own risk, and neither Company nor Affiliates shall have any responsibility or be liable for the accuracy or quality of information obtained by Client via the Host Service and/or the non-availability of the Host Service. Neither speed nor availability of end-to-end connections is guaranteed, and nothing in this Agreement shall be deemed to make any such guarantee.

8. GENERAL PROVISIONS

8.1 Notices. All notices required to be given under the Agreement shall be in writing and shall be delivered personally, electronically or by express, certified or registered mail to the respective addresses of the Parties set forth on the signature page of the Agreement. Notices shall be deemed duly given on the date of personal delivery or on the date received electronically or on the date received by express, registered or certified mail, postage prepaid.

8.2 Severability. If any provision of the Agreement is determined to be unenforceable or contrary to applicable law, it will be modified to the least extent necessary to make it enforceable and, provided that such provision shall not affect the validity or enforceability of any of the remaining provisions, the remaining provisions will remain in full force and effect.

8.3 Waiver. The waiver by any Party of any breach, term or other provision of the Agreement will not be construed to be a waiver of any other term, provision or succeeding breach. All waivers must be in writing and signed by the Party waiving its rights.

8.4 Limitation of Liability. **It is the express intention and agreement of the Parties that in the event of a breach of the Agreement by Company, including (without limitation) the non-launch and/or unsuccessful launch of its business operations and/or the Company's e-Commerce Platform, the Company shall not be liable to Client for any incidental, special, indirect or consequential losses and/or damages incurred or suffered by Client from the Services to be provided by Company under the Agreement, whether alleged under breach of contract, tort and/or any other legal theories or otherwise, even if the Company has been advised of the possibility of such loss or damages.**

8.5 Entire Agreement. The Agreement, together with the Recitals, Schedules, Standard Terms and Exhibits (and any attachments thereto) represents the entire and sole agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior negotiations, understandings, representations and/or consulting or other agreements (whether written or oral). The Agreement may not be modified, changed or amended, except in writing signed by the authorized representative of each of the Parties.

8.6 Independent Contractor. It is agreed that the relationship of the Parties under the Agreement is that of independent contractors and nothing herein shall constitute a joint venture, employment, partnership or principal-agent between Company and Client. Moreover, neither Party shall have the right, power or authority, express or implied, to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in a writing signed by the Parties.

8.7 Successor and Assigns. Client may not assign this Agreement in whole or in part without the Company's prior written consent, which will not be unreasonably withheld or delayed. Company may assign this Agreement to its parent or a subsidiary or affiliate of such parent, a subsidiary of the Company, or any successor to the business or assets of the Company, its subsidiaries or its parent. The Agreement shall inure to the benefit of and shall be binding upon the Parties, and their permitted successors and assigns.

8.8 Governing Law; Venue; Service of Process. The Agreement shall be governed and construed in accordance with Nevada law without giving effect to the choice of law principles. Each Party irrevocably submits to the jurisdiction of the Nevada state courts or United States District Court in Los Angeles County, Nevada in any action or proceeding arising out, or relating to, the transactions contemplated by, this Agreement, and irrevocably agrees that any such action or proceeding may be heard and determined only in such Nevada or United States District Court. Each Party waives, to the fullest extent the Party may effectively do so, the defense of an inconvenient forum to the maintenance of an action or proceeding arising under or relating to this Agreement.

8.9 Attorneys' Fees. Client shall be liable to, and shall pay, Company for all expenses, including reasonable attorneys' fees and expenses, resulting from collection efforts of any amounts due and owing to Company under this

Agreement. Subject to Client's obligations to pay for enforcement costs and expenses related to collection of payments and the Company's indemnification rights, the prevailing Party shall be entitled to reasonable attorneys' fees, expenses and interest, including the costs incurred in connection with any dispute arising from the breach of this Agreement.

8.10 Survival. All payment obligations which have accrued but have not been performed by Client shall survive the cancellation, expiration or early termination of the Agreement. In addition the provisions of Sections 1, 2.5(d), 4.1, 4.2, 4.6(b), 4.6(c), 4.6(d), 4.7, 4.15, 4.16, 5.2, 6.9, 7 and 8 shall survive the cancellation, expiration or early termination of the Agreement.

8.11 Confidentiality of Information. All data and other information on business and/or or operations supplied or revealed to Client by the Company orally or in writing in connection with the services provided to Client under the Agreement shall be considered "Confidential Information" of the Company. All information of Client that is known to be confidential or proprietary must be clearly marked as such by Client ("Client Confidential Information") before providing such information to the Company. Confidential Information of the disclosing Party shall be kept in the strictest confidence and shall be protected by all reasonable and necessary security measures. Confidential Information shall not be disclosed by the receiving Party to anyone except an employee, or agent who has a need to know same, and who is bound by confidentiality obligations not less strict than the confidentiality obligations of the Parties set forth in this Section 8.11. Neither Party will use any portion of Confidential Information provided by the other Party hereunder for any purpose other than those provided for under this Agreement. The Parties' obligations under this Section 8.11 will survive the early termination or expiration of this Agreement. Notwithstanding anything else to the contrary, these confidentiality obligations will not apply with respect to information that (a) is independently developed by the receiving Party without the use of any of the Confidential Information of the disclosing Party, (b) lawfully becomes a part of the public domain, (c) the receiving Party gained knowledge or possession free of any confidential obligation, or (d) the receiving Party is required to disclose under a (i) subpoena issued by a court of competent jurisdiction, (ii) court order issued by a court of competent jurisdiction, (iii) governmental or regulatory proceeding, provided that the receiving Party provides reasonable notice and an opportunity to the disclosing Party for the disclosing Party to seek confidential treatment or a protective order with respect to the Confidential Information which is the subject of the subpoena, court order or governmental/regulatory proceeding, and/or (iv) with respect to the Company, any information the Company may be required to report or provide with respect to possible fraudulent credit card use or any other unlawful activities undertaken by Client or through Client's e-Store.

8.12 Non-Solicitation. During the Term and for eighteen (18) months thereafter, neither Party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor or former subcontractor ("Key Personnel") of the other. Moreover, during and after the Term Client shall not either for itself or any other person interfere with the Company's contractual or other arrangements with Company's Key Personnel, partners, content providers, advertisers, vendors and/or suppliers.

8.13 Miscellaneous. These Standard Terms, the Exhibits, and any attachments thereto, shall be deemed to have been accepted by Client as of the Effective Date of the e-Store Services and Host Services Agreement between Client and the Company.

Exhibits attached to and made a part of these Standard Terms:

Exhibit A: Level of Service and Technical Support

Exhibit B: Retailers Terms of Use Policy

EXHIBIT A (Service Levels and Technical Support)

This Exhibit sets forth the level of service and technical support that applies when Client's account is in good financial standing.

A. DOWNTIME

1. For purposes of the Agreement between the Parties, a unit of downtime ("Downtime") is one period of at least twenty-four (24) hours during which access to Client's store is unavailable due to problems with hardware or system software. Downtime does not include (a) problems caused by factors outside of the reasonable control of the Company, (b) problems resulting from any actions or inactions by Client or any third party including (without limitation) any provider providing or performing services to Company with respect to Company's Platform, IT infrastructure, systems, network and/or other aspect of its operations, (c) problems resulting from Client's equipment and/or third party equipment or infrastructure not within Company's sole control, and/or (d) network unavailability during scheduled maintenance of the Company's IT infrastructure, network and/or web servers.
2. Any regularly scheduled or other maintenance may be performed by the Company and/or the Company's providers at any time to ensure functionality of all web servers.
3. Host Services are not guaranteed to be available during (i) Downtime as defined above or (ii) planned IT infrastructure or system maintenance ("Planned Maintenance").
4. Host Services may be monitored but are not guaranteed after posted business days and/or hours.
5. In the event of a Planned Maintenance or service downtime (as defined in item 1, above), service restoration will be provided to Client as soon as reasonably practicable.
6. Support services are not guaranteed to be performed after posted business days and/or hours.
7. If Downtime exceeds two (2) units in any calendar month, the Client will be notified and Company will cooperate and work with the Company's third party providers to restore the Host Service as soon as reasonably possible.
8. No credit will be given to Client for any unit of Downtime.
9. Company reserves the right to perform emergency maintenance on the Platform infrastructure and/or systems that comprise the Host Service at any given time. Client understands and agrees that maintenance may and can cause interference, data loss and service downtime.

B. TECHNICAL SUPPORT

1. The Company's technical support help desk ("Help Desk") will be available to assist Client with problems and questions on the Host Service Monday through Friday from 9:00 AM through 5:00 PM (Pacific Time).
2. Client may contact the Help Desk via email at info@AmplePoints.com. Company may from time to time develop additional methods for Client to contact the Help Desk, and will post such methods on the Company's website at www.AmplePoints.com.

EXHIBIT B

Retailers Terms of Use Policy

This Use Policy set forth guidelines relating to the types of content that Client may not upload to the web servers as well as prohibited uses of the Host Service. The Company may remove any material of Client that, in the Company's sole discretion, violates this Use Policy and Company may exercise any and all other rights Company has under the Standard Terms and Conditions of the Agreement, including Section 5 thereof. Company will cooperate with regulatory and legal authorities in the investigation of any suspected or alleged crime or wrong doing arising from any use of the Host Service. Violation of this Use Policy may result in the suspension or termination of Client's access to the Host Service and/or its account as well as to any other actions which may be taken by Company pursuant to the Agreement.

A. The following shall constitute a violation of the Company's Use Policy. Client's direct or indirect use of the Host Service to:

1. Transmit or post any material that contains or contains links to nudity, pornography, adult content, sex or extreme violence.
2. Transmit or post any material, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
3. Harm, or attempt to harm, minor in any way.
4. Transmit or post any material that harasses, threatens or encourages bodily harm or destruction of personal property.
5. Make fraudulent offers or misrepresentations of offers including (without limitation) offers relating to "pyramid" and/or "Ponzi" schemes.
6. Access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of the Company or of the Company's infrastructure and systems providers, or any other party's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
7. Transmit or post any material that infringes any IP (as defined in the Agreement) including (without limitation) the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
8. Collect, or attempt to collect, personal information about any third party/ies without it/their knowledge or consent.
9. Resell the Host Service without the prior written authorization of the Company, which may be withheld at the sole and absolute discretion of the Company.
10. Use the Host Service for any activity that adversely affects the ability of other Company users or systems to use the Host Service or the Internet. This includes (without limitation) "denial of service" (DOS) attacks against another network host or individual user, or interference with or disruption of other network users, network services or network equipment.

B. Reporting violations of this Use Policy. Company requests and encourages anyone who believes this Use Policy has been violated to immediately report such incidents via email [to: info@AmplePoints.com].

C. Modifications and/or revisions to the Use Policy. The Company reserves the right to revise, amend or modify the Use Policy at any time without notice, and failure to follow any terms and conditions, as then in effect, may result in account deactivation. Client's continued use of the Host Service shall be deemed acceptance of the Use Policy, as then modified or amended. In the event of any conflicts between this Exhibit B and the Company's Retailers Terms of Use Policy published at www.AmplePoints.com, the Terms of Use Policy then in effect will prevail.